

949 Roller Hockey Center

RELEASE, ACKNOWLEDGEMENT OF RISKS AND INDEMNITY AGREEMENT

This document affects your legal rights. You must read and understand it before signing it.

I, the below named person being 18 or older in age, or the legal guardian of the below named person who is under 18, in consideration of the services of The 949 Roller Hockey Center, its officers, affiliates, directors, members, managers, agents, employees, coaches, representatives and assigns all such others being herein collectively referred to as "Releasees", the rate charged for those services, and the right to engage in this activity as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with Releasees on behalf of myself, and my heirs, successors, assigns, personal representatives and estate as follows:

Acknowledgement of Risks

I understand and acknowledge that the activity I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in INJURY, DEATH, PHYSICAL OR MENTAL ILLNESS OR DISEASE, OR DAMAGE to myself, to my property, to spectators or to third parties. I understand and acknowledge those risks may result in personal claims against Releasees, or claims against me by spectators or other third parties. These risks include but are in no way limited to the following (1) the risks which are inherent in the activities of roller hockey, roller skating, and hockey tournaments, events and competitions; (2) the acts, omissions or negligence in any degree of Releasees, or their agents or employees; (3) latent or apparent defects or conditions in equipment, property or facility provided by Releasees or their agents or employees; (4) physical contact with other participants, players or competitors, whether or not such contact is intentional or unintentional; (5) my own physical condition, or lack thereof, and my own acts or omissions; (6) first aid, emergency treatment, or other services rendered or failed to be rendered by Releasees, or their agents or employees; and (7) risks of contact by equipment, pucks or other components utilized by other participants, players or competitors. I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks known or unknown, identified or unidentified, anticipated or unanticipated, may also result in injury, death, illness, disease or damage to myself, to my property, or to spectators or other third parties.

Acceptance of Risk and Responsibility

I voluntarily agree, covenant and promise to accept and assume all responsibilities and risks of injury, death, illness, disease or damage to myself or to my property arising from participation in this activity. I expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to spectators or other third parties and their property arising from my participation in this activity. My participation in this activity is purely voluntary. No one is forcing me to participate in spite of the risks.

Release

I voluntarily release and forever discharge and covenant not to sue Releasees and their agents and employees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or not limited to any and all negligence, fault or strict liability of Releasees and their agents or employees and all other persons or entities, for any and all injury, death, illness, disease and damage to myself or to my property.

Indemnification

I further agree, promise and covenant to hold harmless and to indemnify Releasees and their agents and employees, and all other persons or entities related thereto, from all defense costs, including attorneys' fees, and from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to spectators or other third parties in the course of my participation in this activity.

Release of Unknown Claims

The releases extended in this document are general releases. I am aware of the provisions of California Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." I hereby expressly waive all the benefits of Section 1542 and any other similar law of any jurisdiction.

Covenant Not to Sue

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Releasees or their agents or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to myself or my property, arising from or connected with my participation in this activity or from any claims asserted against me by spectators or other third parties. In signing this document, I fully recognize that if anyone is hurt or dies or property is damaged while I am engaged in this activity, I will have no right to make a claim or file a lawsuit against Releasees or their officers, agents or employees, even if they or any of them negligently caused the death, bodily injury or property damage.

Acknowledgement of Effect of This Release Agreement

I understand and acknowledge that by initialing and/or signing this document I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against Releasees or their agents or employees, and any other persons or entities, including but not limited to rights arising from other claims for the acts or omissions, fault or negligence in any degree of Releasees and their agents or employees, and all other persons or entities. I understand and acknowledge that by initialing and/or signing this document, I have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by spectators or other third parties against me as a result of my participation in this activity.

Initials



Participant Insurance Benefits and Representation of Physical Condition

I understand and acknowledge that no major medical insurance benefits will be provided to me during this activity other than by and through the insurance provided by the insurer of The 949 Roller Hockey Center. Purchase of this insurance is required prior to participation in any activity associated with the facility operated by its Releasees, agents and employees. If, for any reason, I have not purchased the insurance, I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury, property damage, or disablement I may incur while participating in this activity, and to cover bodily injury or property damaged caused to a third party as a result of my participation in this activity. I certify that I am capable of personally paying for any and all expenses, damages, or liabilities what are not covered by insurance. I further acknowledge that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the activity, or otherwise cause harm or injury to myself or any other person.

The 949 Roller Hockey Center – Rules & Guidelines

ZERO TOLERANCE POLICY

I below signed(named participant) agree to comply with The 949 Roller Hockey Centers policy of “zero tolerance.” This applies to all programs and sports concerning physical altercation(fighting); use of obscene, profane or abusive language; challenging or disputing officials or disrupting any event. I understand these violations can result in being ejected from a game, suspended or removed form a program permanently. For further details contact front desk or management about rules for hockey and all other sports leagues.

Equipment Requirements – Alternate Sports

I below signed(named participant) will comply with all 949 Roller Hockey Center equipment requirements involving “any” hockey activity and wear the following: an H.E.C.C. – approved helmet with strap and full face shield for youth and goaltenders with a colored mouth guard connected to the shield, (B) elbow pads, (C) jersey, (D) gloves, (E) protective cup, (F) pants, (G) knee/shin pads, (H) hockey inline skates with no exposed bolts or brake pads must be taped (I) stick – butt end taped (no black tape), maximum3/4” curved blade and (J) shoulder pads highly recommended for youth. Adults require same equipment except no face shield required. We recommend a 76A wheel for sports court floors. If a player is injured and is not wearing all the required equipment, the insurance MAY not be in effect to cover the claim.

Equipment Requirements – Alternate Sports

I below signed(named participant) will comply with all 949 Roller Hockey Center equipment requirements involving any “sports” activity and wear the appropriate equipment for all the sports in which I am participating. For further details, consult the league rules and equipment requirements for the respective sports activity or contact the facility management.

General Stipulations

(A) All participants must pay in full, prior to start date. (B) The 949 Roller Hockey Center, its subsidiaries and affiliates reserve the right to change the start date and times. (C) Cancellation period applies “only” prior to start date of the program and no refunds will be considered after that period. No refunds will be allowed for registration and membership fees. (D) In the event that a participant cannot make the regularly scheduled session or alternate session, a make up session “may not” be taken. There will be no credit or refund for absences. The 949 Roller Hockey Center its subsidiaries and affiliates reserve the right to cancel this contract for any default by the participant within the terms of this contract. The 949 Roller Hockey Center cannot be responsible for any lost or stolen property. A Non Sufficient Funds check requires immediate reimbursement or cancellation of game schedule will take place.

General Medical Treatment

I hereby permit The 949 Roller Hockey Center and any subsidiary or affiliate which operates the Center in which the undersigned engages in recreational activity and their respective employees, agents, and representatives to authorize any medical treatment for me in the event of an emergency.

Authorization to Treat a Minor

I(we), the below signed parent or legal guardians of the below named participant who is a minor, do hereby authorize and consent to any x-ray examination, anesthetic, medical or surgical diagnosis or treatment and hospital care which is deemed advisable and rendered under the general or special supervision of any member of the medical staff or emergency staff licensed under the provisions of the Medical Practice Act and on the staff of any accredited general hospital holding a current license to operate as a hospital in the State of California. It is understood that this authorization, given in advance of any specific diagnosis, treatment or hospital care being required, is given to provide authority and power to render care which the aforementioned physician in the exercise if his or her own best judgement may deem advisable. It is understood that an effort shall be made to contact the below signed prior to rendering treatment to the patient, but that none of the above treatment will be withheld if the below signed cannot be reached.

Photo & Video Release

I the below (named participant) grant full permission to The 949 Roller Hockey Center, its subsidiaries and affiliates to use any photographs, video tapes, pictures or recording of any practice or league game activity for promotional or instructional or general viewing purposes.

Entire Agreement

I understand that this entire agreement between the below signed and Releasees and their agents and employees, and that it can not be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the below signed and is valid and effective for each and every activity and session in which the undersigned participates at any facility operated by The 949 Roller Hockey Center, it subsidiaries and/or affiliates.

Name of Participant (Please Print) _____ Date of Birth _____

Signature of Participant or Guardian (if under 18yrs) _____ Date: _____

Home Address _____ City _____ Zip Code _____

Home Phone # _____ Cell Phone # _____ Work Phone # _____

Email Address _____